

ORDINANCE NO. 20210930-157

AN ORDINANCE AMENDING ORDINANCE NOS. 20210811-008, 20210811-010, AND 20210902-071 ORDERING THE NOVEMBER 2 2021 SPECIAL MUNICIPAL ELECTIONS, TO ADD EXHIBITS B, C, D, E, F, G, AND H THAT ADOPT ENGLISH AND SPANISH VERSIONS OF THE ORDINANCES CALLING THE ELECTIONS AND ESTABLISHING BALLOT LANGUAGE, ADOPT ELECTION DAY AND EARLY VOTING POLLING PLACES, ATTACH EXECUTED CONTRACTS FOR ELECTION SERVICES AND EXECUTED JOINT ELECTION AGREEMENTS, AND LIST ELECTION DAY JUDGES, CENTRAL COUNTING STATION STAFF, AND EARLY VOTING BALLOT BOARD MEMBERS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

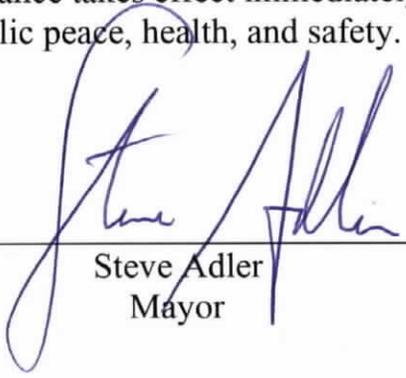
PART 1. Ordinance Nos. 20210811-008, 20210811-010, and 20210902-071 calling the November 2, 2021 special municipal elections and establishing ballot language are amended to add Exhibits B, C, D, E, F, G, and H as follows: signed copy in English and Spanish of the ordinances calling the elections and establishing ballot language (Exhibit B), list of election day polling places (Exhibit C), list of early voting polling places (Exhibit D), executed contracts for election services and joint election agreements (Exhibit E), list of election day presiding judges and alternate judges (Exhibit F), list of central counting station staff (Exhibit G), and list of early voting ballot board members (Exhibit H), all attached and incorporated herein by reference.

PART 2. The Council finds that the need to adopt and publish polling locations and the need to adopt the lists of judges and other election personnel for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

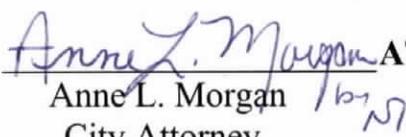
PASSED AND APPROVED

_____, September 30, 2021

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Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney

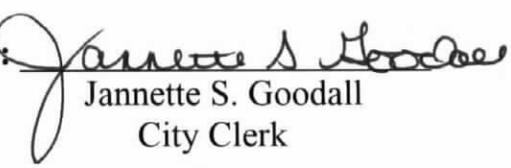
ATTEST: 
Jannette S. Goodall
City Clerk

EXHIBIT B

Ordinances 20210811-008, 20210902-071,
and 20210811-010

ORDINANCE NO. 20210811-008

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON NOVEMBER 2, 2021, ON THE QUESTION OF AUTHORIZING THE CITY COUNCIL TO CONVEY OR LEASE APPROXIMATELY 9 ACRES OF PARKLAND LOCATED AT 2525 S. LAKESHORE BLVD, ALSO KNOWN AS CENTRAL MAINTENANCE COMPLEX, AND PROVIDING THE TERMS AND CONDITIONS UNDER WHICH SUCH A CONVEYANCE OR LEASE COULD BE MADE; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A special municipal election shall be held in the City of Austin on November 2, 2021, on the question of authorizing the City Council to convey or lease certain parkland and providing the terms and conditions under which such a conveyance or lease could be made. The ballot shall be prepared to permit voting “Yes” or “No” on the Proposition:

Proposition B: Shall the City Council be authorized to convey or lease approximately 9 acres of parkland currently used as the Central Maintenance Complex (CMC) located at 2525 S. Lakeshore Blvd. through a public bidding process, where the total value of the bid is equal to or greater than the appraised fair market value of CMC, in exchange for at a minimum: 1) at least 48 acres of waterfront land contiguous to an existing City park; and 2) the cost or construction of a new maintenance facility for the Parks and Recreation Department on other city-owned land; and 3) partial or full funding for the removal of Fiesta Gardens’ existing maintenance facility and restoration of that land to parkland?

PART 2. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for early voting, and the early voting clerk’s official mailing address are provided in **Exhibit A**, attached and incorporated as a part of this ordinance.

PART 3. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 4. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this

election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 5. In accordance with Chapter 271 of the Texas Election Code, the November 2, 2021 special municipal election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 6. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

_____ August 11 _____, 2021

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Steve Adler
Mayor

APPROVED: Anne L. Morgan
Anne L. Morgan
City Attorney

ATTEST: Jannette S. Goodall
Jannette S. Goodall
City Clerk

ORDENANZA NÚM. – 20210811-008

ORDENANZA PARA CONVOCAR UNA ELECCIÓN MUNICIPAL ESPECIAL EN LA CIUDAD DE AUSTIN EL 2 DE NOVIEMBRE, 2021 TOCANTE LA PROPUESTA DE AUTORIZAR AL CONSEJO DE LA CIUDAD PARA QUE TRASPASE O RENTE APROXIMADAMENTE 9 ACRES DE TERRENO DESIGNADO PARA PARQUES UBICADO EN 2525 S. LAKESHORE BLVD, TAMBIÉN CONOCIDO COMO CENTRAL MAINTENANCE COMPLEX, Y PARA PROPORCIONAR LOS TÉRMINOS Y CONDICIONES BAJO CUALES DICHO TRASPASO O TRAMITE DE RENTAR SE PUEDE LLEVAR A CABO; PARA AUTORIZAR QUE LA SECRETARIA DE LA CIUDAD TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES, QUE SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA ELECCIÓN; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Una elección municipal especial será llevada cabo en la Ciudad de Austin el 2 de noviembre, 2021 tocante la propuesta de autorizar al Consejo de la Ciudad para que traspase o rente cierto terreno designado para parques, y proporcionar los términos y condiciones bajo cuales tal traspaso o tramite de rentar deberá llevarse a cabo. La boleta se preparará para permitir el voto de “Sí” o “No” sobre la proposición:

Proposición B: ¿Será el Consejo de la Ciudad de Austin autorizado para traspasar o rentar aproximadamente 9 acres de terreno de parques que actualmente se usa para el Central Maintenance Complex (CMC) ubicado en 2525 S. Lakeshore Blvd. a través de un proceso de licitación pública, donde el valor total de la oferta sea igual o mayor que el valor justo de mercado de la propiedad CMC, a cambio de un mínimo de: 1) al menos 48 acres de terreno frente al agua contiguo a un parque existente de la Ciudad; y 2) el costo o construcción de una facilidad nueva de mantenimiento para el Departamento de Parques y Recreación en algún otro terreno que sea propiedad de la Ciudad; y 3) financiamiento parcial o completo de la remoción de la facilidad actual de mantenimiento en Fiesta Gardens y la restauración del terreno para parques?”

PARTE 2. La elección se llevará a cabo durante las horas de las 7:00 a. m. a las 7:00 p.m. La ubicación del sitio principal de la votación adelantada y las fechas y horas de la votación adelantada, y la dirección del correo postal del/la secretario/a

de la votación adelantada son proporcionados en el **Adjunto A**, que va adjuntado a la presente y que se incorpora como parte de esta ordenanza.

PARTE 3. Un sistema electrónico indicador directo de votación que se define en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La estación central para contar votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas

PARTE 4. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado, en ambos inglés y español en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos del Edificio Municipal (City Hall), a no más tardar del 21vo día antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y en español, fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del 10mo día antes de la fecha de la elección. en un periódico de circulación general en la Ciudad de Austin.

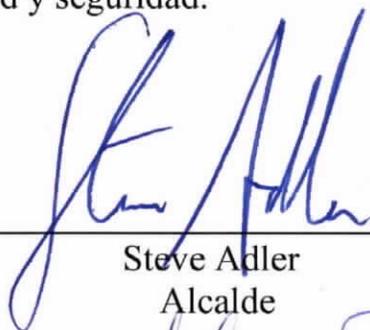
PARTE 5. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal especial del 2 de noviembre, 2021 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por la presente se aprueban los términos indicados en dichos convenios.

PARTE 6. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

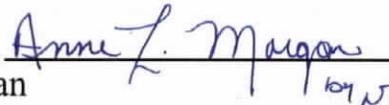
VOTADO Y APROBADO

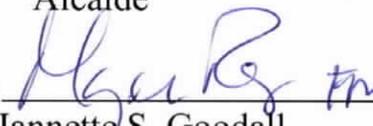
11 de agosto, 2021

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Steve Adler
Alcalde

APROBADO: 
Anne L. Morgan
Procuradora de la Ciudad

CERTIFICO: 

Jannette S. Goodall
Secretaria de la Ciudad

ORDINANCE NO. 20210902-071

AN ORDINANCE AMENDING ORDINANCE NO. 20210811-010 ORDERING A SPECIAL MUNICIPAL ELECTION REGARDING FUNDING, STAFFING, TRAINING, AND OVERSIGHT OF THE AUSTIN POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Through its adoption of Ordinance No. 20210811-010 on August 11, 2021, the City Council adopted ballot language for Proposition A, regarding funding, staffing, training, and oversight of the Austin Police Department.

PART 2. An emergency petition for writ of mandamus was filed in the Third Court of Appeals on August 15, 2021 challenging the ballot language for Proposition A. In addition, a motion for emergency relief was filed in the Texas Supreme Court on August 24, 2021.

PART 3. On August 27, 2021, the Third Court of Appeals denied the request for mandamus relief. On September 1, 2021, the Supreme Court of Texas issued an order directing the City to modify the ballot language by using the petitioned ordinance's caption followed by the phrase "at an estimated cost of \$271.5 million - \$598.8 million over five years."

PART 4. Pursuant to that order, Ordinance No. 20210811-010, Part 1, is amended as follows:

PART 1. A special municipal election shall be held in the City of Austin on November 2, 2021, to submit to the voters of the city a proposed citizen-initiated ordinance regarding funding, staffing, training, and oversight of the Austin Police Department. The ballot shall be prepared to permit voting "Yes" or "No" on the Proposition:

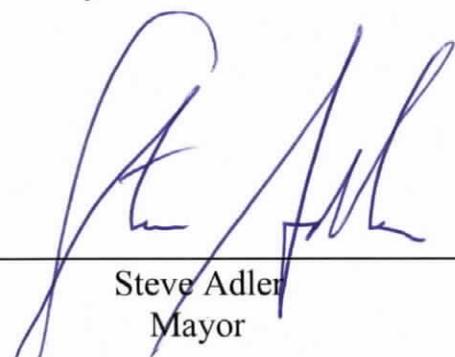
Proposition A: Shall a petitioned ordinance be approved [that, at an estimated cost of \$271.5 million - \$598.8 million over five years, requires the City to employ at least 2 police officers per 1,000 residents at all times; requires at least 35% of patrol officer time be uncommitted time, otherwise known as community engagement time; requires additional financial incentives for certain officers; requires specific kinds of training for officers and certain public officials and their staffs; and requires there be at least three full term cadet classes for the department until staffing levels reach a specific level] to enhance public safety and police oversight, transparency and accountability by adding new chapter 2-16 to establish minimum standards for the police department to ensure effective public safety and protect residents and visitors to Austin, and prescribing minimal requirements for achieving the same, at an estimated cost of \$271.5 million - \$598.8 million over five years?

PART 5. Council finds that the need to adopt new ballot language constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

September 2, 2021

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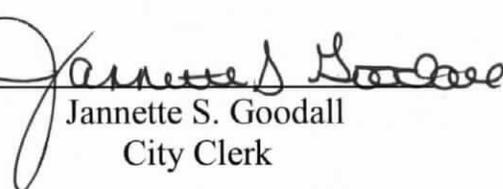
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

ORDENANZA NÚM. 20210902-071

ORDENANZA PARA ENMENDAR LA ORDENANZA NUM. 20210811-010 QUE CONVOCÓ UNA ELECCIÓN ESPECIAL TOCANTE EL FINANCIAMIENTO, PERSONAL, CAPACITACIÓN, Y SUPERVISIÓN DEL DEPARTAMENTO DE POLICIA; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Con la aprobación de la Ordenanza Núm. 20210811-010 el 11 de Agosto, 2021, el Consejo de la Ciudad aprobó el lenguaje de la boleta para la Proposición A, tocante el financiamiento, personal, capacitación y supervisión del Departamento de Policía de Austin.

PARTE 2. Una petición de emergencia para un mandamiento judicial de ampro fue presentada ante el Tercer Tribunal de Apelaciones el 15 de agosto, 2021 como recurso judicial por el lenguaje de la Proposición A en la boleta. Además una moción para auxilio de emergencia fue presentada ante la Corte Suprema de Texas el 24 de agosto, 2021.

PARTE 3. El 27 de agosto, 2021, el Tercer Tribunal de Apelaciones negó la solicitud de mandamiento judicial de amparo. El 1 de septiembre, 2021, la Corte Suprema de Texas emitió una orden dirigiendo que la Ciudad modificara el lenguaje de la boleta y que usara el subtítulo de la ordenanza por petición y enseguida la frase “a un costo estimado de \$271.5 millones - \$598.8 millones a través de cinco años.”

PARTE 4. De acuerdo con dicha orden, Parte I. de la Ordenanza Núm. 20210811-010 es enmendada como sigue:

PARTE 1. Una elección municipal especial será llevada a cabo en la Ciudad de Austin el 2 de noviembre, 2021, para someter a los votantes de la Ciudad una ordenanza propuesta iniciada por los ciudadanos tocante el financiamiento, personal, y supervisión del Departamento de Policía. La boleta se preparará para permitir el voto de “Sí” o “No” sobre la proposición:

Proposición A: ¿Será aprobada una ordenanza propuesta por petición [que, a un costo estimado de \$271.5 millones a \$598.8 millones a través de cinco años, requiera que la Ciudad tenga empleados en todo momento al menos 2 oficiales de policía por cada 1,000 residentes; requiere que al menos 35% del tiempo de los oficiales de patrulla sea tiempo no comprometido, que comúnmente se conoce como tiempo de involucración comunitaria; requiere incentivos financieros adicionales para ciertos oficiales; requiere ciertos tipos de capacitación para los oficiales y para ciertos funcionarios públicos y su personal; y requiere que haya al menos tres cursos de término completo para cadetes del departamento hasta que los niveles de personal alcancen un nivel determinado] para mejorar la seguridad pública y la supervisión, transparencia y responsabilidad de la policía añadiendo un nuevo capítulo 2-16 para establecer estándares mínimos para el

departamento de policía para asegurar que la seguridad pública sea eficaz y para proteger a los residentes y visitantes de Austin, y prescribir requisitos mínimos para lograrlo, a un costo estimado de \$271.5 millones a \$598.8 millones a través de cinco años?

PARTE 5. El Consejo determina que la necesidad de aprobar el nuevo lenguaje de la boleta constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

VOTADO Y APROBADO

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September 2, 2021 § _____
Steve Adler
Alcalde

APROBADO: _____
Anne L. Morgan
Procuradora de la Ciudad

CERTIFICO: _____
Jannette S. Goodall
Secretaria de la Ciudad

ORDINANCE NO. 20210811-010

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON NOVEMBER 2, 2021, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED ORDINANCE REGARDING FUNDING, STAFFING, TRAINING, AND OVERSIGHT OF THE AUSTIN POLICE DEPARTMENT; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A special municipal election shall be held in the City of Austin on November 2, 2021, to submit to the voters of the city a proposed citizen-initiated ordinance regarding funding, staffing, training, and oversight of the Austin Police Department. The ballot shall be prepared to permit voting “Yes” or “No” on the Proposition:

Proposition A: Shall an ordinance be approved that, at an estimated cost of \$271.5 million - \$598.8 million over five years, requires the City to employ at least 2 police officers per 1,000 residents at all times; requires at least 35% of patrol officer time be uncommitted time, otherwise known as community engagement time; requires additional financial incentives for certain officers; requires specific kinds of training for officers and certain public officials and their staffs; and requires there be at least three full-term cadet classes for the department until staffing levels reach a specific level?

PART 2. If the proposition provided in Part 1 is approved by a majority of voters voting at the election, the City Code is amended as indicated below, with the Purpose appearing before Section 2-16-1 of the City Code, and the Effectiveness and Severability appearing after Section 2-16-3 of the City Code:

PART 1. Purpose

On August 13, 2020, the City of Austin announced the adoption of its budget for 2020-21. One of the most fundamental and basic duties and responsibilities of municipal government and local elected officials is to provide for the safety of residents and visitors. The adopted budget was represented “to reflect the priorities of the Austin community,” while it drastically defunded the police department by reducing the budget by over \$31 million, cutting 180 officer positions and delaying four cadet classes. In addition to these budget reductions, more than \$120 million in funds were also set aside from police activities that could be ended or redirected. All of these decisions were made by the City Council, despite the fact the same City

budget reflects that fewer than 7 in 10 Austinites say they feel safe at all times, a downward trend in satisfaction the City itself admits it would “optimally ... like to increase significantly.” Further, more than 50% of residents and visitors say they are dissatisfied with public safety at night downtown, a critical deficiency for our community that has been historically dependent on tourism and entertainment. We must ensure that more police are employed, highly trained and fully accountable on the streets of our community. This proposed ordinance is critical and will require the City Council to adopt an adequate level of police funding, staffing, and training and enhance police oversight, all of which are crucial to providing for the safety and well-being of our Austin Community.

PART 2. Title 2 of the Austin City Code is hereby amended by adding Chapter 2-16 as follows:

§ 2-16. EFFECTIVE PUBLIC SAFETY

§ 2-16-1 – MINIMUM STANDARDS AND RESOURCES

The city council shall ensure at all times that the police department achieves the following minimum standards:

(A) the employment of at least two sworn officers for every 1,000 residents, as determined by the city demographer based on the most recent data available from the United States Census Bureau, while maintaining not less than 35% community engagement time for all front-line officers whose time is measured on this basis across the entire police force;

(B) full enrollment for no fewer than three full-term cadet classes for the department, until such time as the staffing levels for the department return to the levels prescribed in the 2019-2020 city budget;

(C) an additional 40 hours each year of mandatory continuing education and in-service training for all sworn officers employed by the department above the hours required by the Texas Commission on Law Enforcement, with an emphasis on training outside a classroom setting that will equip the officers to handle evolving, fluid, dangerous situations and enhance their own safety and that of the public. The training will be developed by the commander of the department academy and emphasize skills essential to the everyday split-second decision-making officers face on the streets in areas such as critical thinking, defensive tactics, intermediate weapons proficiency, active shooter scenarios, and hasty react team reactions; and

(D) a program designed by the police chief to enhance recruiting and retention of officers by providing incentives in the form of additional compensation or compensatory time for:

- (1) officers proficient in the five most common non-English languages spoken in the city, based on the most recent information available from the United States Census Bureau,
- (2) officers who participate in a mentoring program for cadets in the department academy, and
- (3) officers in good standing and eligible for an honorable conduct citation or equivalent recognition every fifth year.

§ 2-16-2 – REPRESENTATIVE COMMUNITY POLICING

To ensure effective public safety throughout all areas of the city that meets the needs of neighborhoods and establishes and maintains trust between the police and city residents, the police chief shall:

- (A) Work to recruit, hire and maintain a police force that reflects the racial, ethnic and gender diversity of the city.
- (B) Establish a system that, to the extent practicable, ensures officers representative of, and proficient in the most common non-English languages spoken in, neighborhoods within the city regularly and consistently patrol those neighborhoods.

§ 2-16-3 – COORDINATION OF OVERSIGHT

To help ensure effective oversight of and accountability for the Department:

- (A) The mayor and council members, their assistants and members of their staffs, and the director of the office of police oversight shall, during their first year of service or employment, (a) attend and complete the curriculum of the Citizen Police Academy or the alternative program developed by the director and (b) participate in the city's Ride Along Program, and the director shall issue a report annually regarding the participation of these individuals.
- (B) In order to be eligible for appointment to the Public Safety Commission or the Community Police Review Commission or their successor boards, a person nominated to serve by a council member must, prior to any vote of the council to approve the nomination, (a) attend and complete the curriculum of the Citizen Police

Academy or the alternative program developed by the director and (b) participate in the city's Ride Along Program.

PART 3. Effectiveness and Severability.

(A) The effective date of this ordinance shall be the earlier of (i) ten (10) days after the date of its final passage by the Austin City Council, as prescribed under Article IV, Section 4(a) of the Austin City Charter or (ii) the date upon which the results of an election required under Article IV, Section 4(b) are canvassed.

(B) If any section, paragraph, clause, or provision of this ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance, and to this end, the provisions of this ordinance are declared to be severable. This ordinance shall supersede the Austin City Code to the extent there are any conflicts.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for early voting, and the early voting clerk's official mailing address are provided in **Exhibit A**, attached and incorporated as a part of this ordinance.

PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 5. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the November 2, 2021 special municipal election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

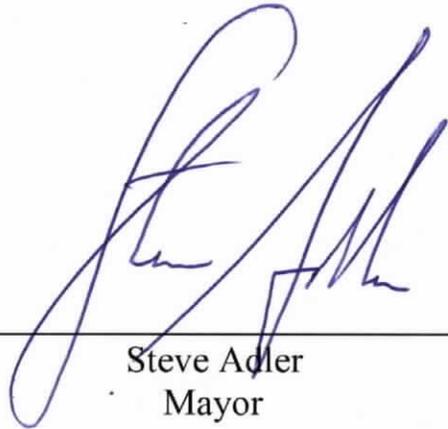
PART 7. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes

effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

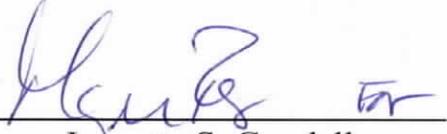
August 11, 2021

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Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney

ATTEST: 
Jannette S. Goodall
City Clerk

ORDENANZA NÚM. – 20210811-010

ORDENANZA PARA CONVOCAR UNA ELECCIÓN MUNICIPAL ESPECIAL EN LA CIUDAD DE AUSTIN EL 2 DE NOVIEMBRE, 2021 CON EL PROPÓSITO DE SOMETER A LOS VOTANTES UNA ORDENANZA INICIADA POR LOS CIUDADANOS TOCANTE EL FINANCIAMIENTO, PERSONAL, CAPACITACIÓN, Y SUPERVISIÓN DEL DEPARTAMENTO DE POLICÍA DE AUSTIN; PARA DISPONER QUE SE LLEVE A CABO LA ELECCIÓN ESPECIAL; AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES, QUE SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA ELECCIÓN; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Una elección municipal especial será llevada cabo en la Ciudad de Austin el 2 de noviembre, 2021 para someter a los votantes de la Ciudad la ordenanza propuesta iniciada por los ciudadanos tocante el financiamiento, personal, capacitación y supervisión del Departamento de Policía de Austin. La boleta se preparará para permitir el voto de “Sí” o “No” sobre la proposición:

Proposición A: ¿Será aprobada una ordenanza que, a un costo estimado de \$271.5 millones a \$598.8 millones a través de cinco años, requiera que la Ciudad tenga empleados en todo momento al menos 2 oficiales de policía por cada 1,000 residentes; requiere que al menos 35% del tiempo de los oficiales de patrulla sea tiempo no comprometido, que comúnmente se conoce como tiempo de involucración comunitaria; requiere incentivos financieros adicionales para ciertos oficiales; requiere ciertos tipos de capacitación para los oficiales y para ciertos funcionarios públicos y su personal; y requiere que haya al menos tres cursos de término completo para cadetes del departamento hasta que los niveles de personal alcancen un nivel determinado?

PARTE 2. Si la proposición indicada en la Parte I es aprobada por la mayoría de los votantes que voten en la elección, el Código de la Ciudad será enmendado de acuerdo con lo indicado abajo en cual el propósito se colocará antes de la Sección 2-16-1 del Código de la Ciudad, y la Vigencia y Divisibilidad se colocará después de la Sección 2-16-3 del Código de la Ciudad:

PARTE 1. Propósito:

El 13 de agosto, 2020, la Ciudad de Austin anunció la adopción de su presupuesto para 2020-21. Uno de los deberes y responsabilidades fundamentales y básicos del gobierno municipal y de los oficiales locales electos es proveer la seguridad de los residentes y visitantes. El presupuesto adoptado fue representado "para reflejar las prioridades de la comunidad de Austin", sin embargo, desfinanció drásticamente el departamento de policía al reducir el presupuesto en más de \$ 31 millones, eliminar 180 puestos de oficiales y retrasar cuatro clases de cadetes. Además de estas reducciones presupuestarias, también se reservaron más de \$120 millones de dólares en fondos de las actividades policiales que podrían terminarse o reorientarse. Todas estas decisiones fueron tomadas por el Concejo de la Ciudad, a pesar de que el mismo presupuesto de la Ciudad refleja que menos de 7 de cada 10 residentes de Austin dicen que se sienten seguros siempre, y dicha falta de satisfacción sigue bajando y la propia Ciudad admite que "lo ideal sería ...aumentar dicha satisfacción significativamente." Además, más del 50% de los residentes y visitantes dicen que están insatisfechos con la seguridad pública en el centro de la ciudad al anochecer, una deficiencia crítica para nuestra comunidad que históricamente ha dependido del turismo y el entretenimiento. Debemos asegurarnos de que más policías sean empleados, altamente capacitados y plenamente responsables en las calles de nuestra comunidad. Esta ordenanza propuesta es esencial y requerirá que el Concejo de la Ciudad adopte un nivel adecuado de financiamiento para la policía, para personal, y capacitación, y para mejorar la supervisión de la policía, lo que es esencial para proporcionar la seguridad y el bienestar de nuestra comunidad de Austin.

PARTE 2. Título 2 del Código de la Ciudad de Austin por lo presente es enmendado agregando el Capítulo 2-16 que sigue:

§2-16. LA EFICACIA DE LA SEGURIDAD PÚBLICA

§2-16-1 ESTÁNDARES Y RECURSOS MÍNIMOS

El Consejo de la Ciudad siempre deberá asegurar que el departamento de policía logre las siguientes normas mínimas:

- (A) el empleo de al menos dos oficiales policiacos por cada 1,000 residentes, según lo determinado por el demógrafo de la ciudad basado en los datos más

recientes disponibles de la Oficina del Censo de los Estados Unidos, manteniendo al mismo tiempo no menos del 35% de participación comunitaria para todos los oficiales de primera línea cuyo tiempo se mide sobre esta base en toda la fuerza policial;

(B) inscripción completa para no menos de tres clases de cadetes de término completo para el departamento, hasta el momento en que los niveles de personal para el departamento alcancen los niveles prescritos en el presupuesto de la ciudad 2019-2020;

(C) 40 horas adicionales cada año de educación continua obligatoria y capacitación en servicio para todos los oficiales policiacos empleados por el departamento por encima de las horas requeridas por Texas Commission on Law Enforcement, con énfasis en la capacitación fuera de los salones de clases, para preparar a los oficiales tocante soluciones en situaciones cambiantes, inestables, y peligrosas, también para mejorar su propia seguridad y la del público. La capacitación será desarrollada por el comandante de la academia del departamento y enfatizará las habilidades esenciales para situaciones que enfrenta la policía en las calles cuando en segundos toman decisiones, capacitación en criterio, las tácticas defensivas, el dominio de las armas intermedias, los escenarios de tiradores activos y las reacciones del equipo de reacción apresurada; y

(D) programa diseñado por el jefe de policía para mejorar el reclutamiento y la retención de oficiales mediante la provisión de incentivos en forma de compensación adicional o tiempo compensatorio para:

- (1) oficiales competentes en los cinco idiomas aparte del inglés, que son más comunes en la ciudad, según la información más reciente disponible de la Oficina del Censo de los Estados Unidos.
- (2) oficiales que participan en programas de tutoría para cadetes en la academia del departamento, y
- (3) oficiales con buen historial que son elegibles para una citación de conducta honorable o reconocimiento equivalente cada quinto año.

§ 2-16-2 – SERVICIOS POLICIALES COMUNITARIOS

Para garantizar una seguridad pública efectiva en todas las áreas de la ciudad que cumpla las necesidades de los vecindarios y que instituya y sostenga la confianza entre la policía y los residentes de la ciudad, el jefe de policía deberá:

(A) Empeñarse en reclutar, contratar y mantener una fuerza policial que refleje la diversidad racial, étnica y de género de la ciudad.

(B) Instituir un sistema que, en la medida de lo posible, garantice que los oficiales que con regularidad y consistentemente patrullan ciertos vecindarios sean representativos y competentes de los idiomas además del inglés, que se hablan en dichos vecindarios.

§ 2-16-3 – COORDINACIÓN DE LA SUPERVISIÓN

Para asegurar que la supervisión y rendición de cuentas del Departamento sean eficaces:

(A) El alcalde y los miembros del consejo, sus asistentes y miembros de su personal, y el director de la oficina de supervisión de la policía deberán, durante su primer año de servicio o empleo, (a) asistir y completar el plan de estudios de la Academia Ciudadana Policial, o el programa alternativo desarrollado por el director y (b) participar en el Programa Ride Along de la ciudad, y el director emitirá un informe anual con respecto a la participación de estas personas.

(B) El nombramiento a la Comisión de Seguridad Pública o la Comisión Ciudadana de Revisión de la Policía, o de alguna junta sucesora, requiere que la persona nominada por alguna concejal deberá, antes del voto de aprobación del nombramiento por el consejo, (a) asistir y completar el plan de estudios de la Academia Ciudadana Policial, o el programa alternativo desarrollado por el director y (b) participar en el Programa Ride Along de la ciudad.

PARTE 3. Vigencia y Divisibilidad:

(A) La fecha de vigor de esta ordenanza será la más anterior a (i) diez (10) días después de la fecha de su aprobación final por el Consejo de

la Ciudad de Austin, de acuerdo con disposiciones del Artículo IV, Sección 4(a) de la Carta de la Ciudad de Austin City o (ii) la fecha en que los resultados de la elección requerida bajo el Artículo IV, Sección 4(b) sean repasados.

(B) Si cualquier sección, párrafo, cláusula, o disposición de esta ordenanza por alguna razón se determina ser inválida, inexigible, la invalidez o inexigibilidad de dicha sección, párrafo, cláusula, o disposición no afectará ninguna de las disposiciones restantes de esta ordenanza, y para este fin, las disposiciones de esta ordenanza serán divisibles. Esta ordenanza prevalecerá sobre el Código de la Ciudad de Austin en caso de haber contradicciones.

PARTE 3. La elección se llevará a cabo durante las horas de las 7:00 a. m. a las 7:00 p.m. La dirección del sitio principal de la votación adelantada y las fechas y horas de la votación adelantada, y la dirección del correo postal del/la secretario/a de la votación adelantada son proporcionados en el **Adjunto A**, que va adjuntado a la presente y que se incorpora como parte de esta ordenanza.

PARTE 4. Un sistema electrónico indicador directo de votación que se define en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La estación central para contar votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PARTE 5. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado, en ambos inglés y español en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos del Edificio Municipal (City Hall), a no más tardar del 21vo día antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y en español, fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del 10mo día antes de la fecha de la elección. en un periódico de circulación general en la Ciudad de Austin.

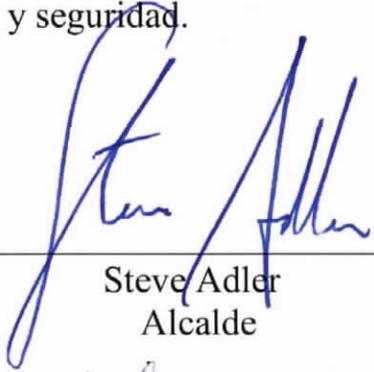
PARTE 6. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal especial del 2 de noviembre, 2021 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por la presente se aprueban los términos indicados en dichos convenios.

PARTE 7. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

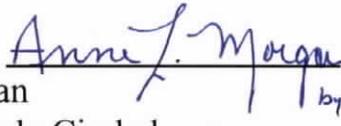
VOTADO Y APROBADO

_____ 11 de agosto _____, 2021

§
§
§



Steve Adler
Alcalde

APROBADO: 
Anne L. Morgan
Procuradora de la Ciudad

CERTIFICO: 

Jannette S. Goodall
Secretaria de la Ciudad

EXHIBIT C

Election Day Polling Places



Travis County Election Day Vote Centers

Tuesday, November 2, 2021

Centros de Votación del Condado de Travis para el Día de la Elección, martes, 2 de noviembre, 2021

Polls are open 7 am - 7 pm Las urnas están abiertas 7 am - 7 pm

subject to change
sujeto a cambios

Dana DeBeauvoir
County Clerk
Secretaria del Condado

VOTE CENTER ELECTION ELECCIÓN CON CENTROS DE VOTACIÓN On Election Day, eligible Travis County VOTERS MAY VOTE AT ANY of the locations listed on this page. Voters are NOT limited to only voting in the precinct where they are registered to vote.
En el Día de la Elección, votantes elegibles del Condado de Travis PODRÁN VOTAR EN CUALQUIER sitio indicado en esta página. Votantes tienen más opciones en dónde votar, sin limitarse al precinto en donde están registrados para votar.

Pct.	Vote Center	Address	City	Zip	Bus	Combined Precincts	Pct.	Vote Center	Address	City	Zip	Bus	Combined Precincts
	Centro de Votación	Dirección	Ciudad	Código Postal		Precintos Combinados		Centro de Votación	Dirección	Ciudad	Código Postal		Precintos Combinados
101	Dailey Middle School	14000 Westall St	Austin	78725		114; 115; 116; 119; 138	210	O Henry Middle School	2610 W 10th St	Austin	78703		251
105	Manor ISD Admin Building	10335 Hwy 290	Manor	78653			217	Juan P Navarro Early College High School	1201 Payton Gin Rd	Austin	78758		223
106	Elgin High School	14000 County Line Rd	Elgin	78621			218	Disability Rights Texas	2222 W Braker Ln	Austin	78758		205; 228
107	New Sweden Lutheran	12809 New Sweden Ch Rd	Manor	78653			219	All Nations Church	16804 Radholme Ct	Round Rock	78664		
108	Our Savior Lutheran Church	1513 E Yager Ln	Austin	78753		102; 103	221	Riverbend Centre	4214 N Capital of Texas Hwy	Austin	78746		212
111	Connally High School	13212 N Lamar	Austin	78753		109; 112	224	YMCA North Austin	1000 W Rundberg Ln	Austin	78758		
117	Turner-Roberts Recreation Center	7201 Colony Loop Dr	Austin	78724			225	Wells Branch MUD Recreation Center	3000 Shoreline Dr	Austin	78728		
120	Community First! Village	9301 Hog Eye Rd	Austin	78724			229	Wells Branch Community Center	2106 Klattenhoff Dr	Austin	78728		215; 216
121	Austin Achieve - Northeast Campus	7424 E Hwy 290	Austin	78752		128; 131; 134	231	Cat Mountain HOA	6007 Mount Bonnell Rd	Austin	78731		
122	Region 13 - Education Service Center	5701 Springdale Rd	Austin	78723			232	Canyon Ridge Middle School	12601 Country Trails Ln	Austin	78732		
123	CrossLife Christian Academy NEW	4109 Kelly Ln	Pflugerville	78660		163	233	Shepherd of the Hills Christian	6909 W Courtyard Dr	Austin	78730		
124	Carver Branch Library	1161 Angelina St	Austin	78702			234	River Place Elementary	6500 Sitio Del Rio Blvd	Austin	78730		
124	Millennium Youth Complex	1156 Hargrave St	Austin	78702			235	McCallum High School - Arts Center	5600 Sunshine Dr	Austin	78756		
126	Givens Recreation Center	3811 East 12th St	Austin	78721			236	Yarborough Branch Library	2200 Hancock Drive	Austin	78756		
129	Greater Mt Zion Baptist Church	4301 Tannehill Ln	Austin	78721			237	Church at Highland Park	5206 Balcones Dr	Austin	78731		213; 220; 266
130	Memorial United Methodist	6100 Berkman Dr	Austin	78723		118; 151	238	Northwest Hills UMC - Youth Center	7027 Hart Ln	Austin	78731		
132	East Nineteenth St Missionary Baptist	3401 Rogge Ln	Austin	78723			239	Gullett Elementary	6310 Treadwell Blvd	Austin	78757		
133	Big Brothers Big Sisters of Central Texas	4800 Manor Rd	Austin	78723			240	Northwest Recreation Center	2913 Northland Dr	Austin	78757		
135	Sawyer Hall	1320 E 51st St	Austin	78723			242	Brentwood Bible Church	6301 Woodrow Ave	Austin	78757		241; 248
136	Pflugger Hall and Conference Center	203 E Pecan St Site B	Pflugerville	78660			243	Ben Hur Shrine Center	7811 Rockwood Ln	Austin	78757		
137	Avalon Pool and Amenity Center	19729 Jakes Hill Rd	Pflugerville	78660		161	244	St Luke's On the Lake Episcopal Church	5600 Ranch Rd 620 N	Austin	78732		245
139	Asian American Resource Center	8401 Cameron Rd	Austin	78754			249	St Matthew's Episcopal	8134 Mesa Dr	Austin	78759		246; 253
140	Gus Garcia Recreation Center	1201 E Rundberg Ln	Austin	78753		104; 164	250	St Luke United Methodist	1306 W Lynn St	Austin	78703		
146	Pflugerville ISD Rock Gym	702 W Pecan St	Pflugerville	78660		113	252	North Village Branch Library	2505 Steck Ave	Austin	78757		
148	County Tax Office Pflugerville	15822 Foothill Farms Loop	Pflugerville	78660		110; 145; 150; 160	254	Davis Elementary	5214 Duval Rd	Austin	78727		267
152	The Vortex	2307 Manor Rd	Austin	78722			256	Howson Branch Library	2500 Exposition Blvd	Austin	78703		
153	Pioneer Crossing Elementary	11300 Samsung Blvd	Austin	78754		141	258	St John's Episcopal	11201 Parkfield Dr	Austin	78758		209; 211
154	Bluebonnet Trail Elementary	11316 Farmhaven Rd	Austin	78754		125; 127	259	Milwood Branch Library	12500 Amherst Drive	Austin	78727		263
156	COA Permitting and Development Center	6310 Wilhelmina Delco Dr	Austin	78752		142; 149	260	Jaime Padron Elementary	2011 W Rundberg Ln	Austin	78758		222
200	Winters Building	701 W 51st St	Austin	78751			262	Anderson High School	8403 Mesa Dr	Austin	78759		247
203	Boulder Ridge Clubhouse	3300 Killingsworth Ln	Pflugerville	78660		226; 227	268	Grant AME Worship Center	1701 Kramer Ln	Austin	78758		
207	RRISD Hartfield Performing Arts Center	5800 McNeil Dr	Austin	78729			273	Congregation Beth Israel	3901 Shoal Creek Blvd	Austin	78756		214
208	UT Flawn Academic Center	2304 Whitis Ave	Austin	78712		206	275	Baker Center - Alamo Drafthouse	3908 Avenue B	Austin	78751		202; 274

Pct.	Vote Center	Address	City	Zip	Bus	Combined Precincts
	Centro de Votación	Dirección	Ciudad	Código Postal		Precintos Combinados
277	Texas Hillel Foundation	2105 San Antonio St	Austin	78705		
301	Sunset Valley City Hall	3205 Jones Rd	Sunset Valley	78745		
302	Bailey Middle School	4020 Lost Oasis Hollow	Austin	78739		304; 360
303	Oak Hill Primitive Baptist	11408 FM 1826	Austin	78737		
307	Rollingwood Municipal Building	403 Nixon Dr	Austin	78746		
308	Briarcliff POA Community Center	22801 Briarcliff Dr	Briarcliff	78669		
310	Manchaca United Methodist	1011 FM 1626	Manchaca	78652		
311	Austin Recreation Center	1301 Shoal Creek Blvd	Austin	78701		
313	Lamar Senior Activity Center	2874 Shoal Crest Ave	Austin	78705		
314	Oak Hill Fire Dept No 302	4111 Barton Creek Blvd	Austin	78735		
315	Villages of Shady Hollow Amenity Center	12006 Gatling Gun Ln	Austin	78748		309
316	Travis County Parks Office	14624 Hamilton Pool Rd	Austin	78738		346
317	Lost Creek Limited District	1305 Quaker Ridge Dr	Austin	78746		357
319	Lakeway Activity Center	105 Cross Creek	Lakeway	78734		306; 320
324	Bee Cave City Hall	4000 Galleria Pkwy	Austin	78738		368
325	Sam Houston Building	201 E 14th St	Austin	78701		
328	Spicewood Springs Branch Library	8637 Spicewood Springs Rd	Austin	78759		305; 321; 323; 345
329	Austin City Hall	301 W 2nd St	Austin	78701		
329	Travis County Granger Building	314 W 11th St	Austin	78701		
330	Laura Bush Community Library	9411 Bee Caves Rd	Austin	78733		318; 338
331	Kathy Caraway Elementary	11104 Oak View Dr	Austin	78759		326; 327
332	Zilker Elementary	1900 Bluebonnet Ln	Austin	78704		340; 342
333	Peace Lutheran	10625 N FM 620	Austin	78726		343
334	Unity Church of the Hills	9905 Anderson Mill Rd	Austin	78750		335; 336
337	Lakewood HOA	7317 Lakewood Dr	Austin	78750		
339	Western Hills Church of Christ	6211 Parkwood Dr	Austin	78735		
341	Dougherty Arts Center	1110 Barton Springs Rd	Austin	78704		
344	Berkeley United Methodist	2407 Berkeley Ave	Austin	78745		
347	Hill Country Middle School	1300 Walsh Tarlton Ln	Austin	78746		356
351	Austin Oaks Church	4220 Monterey Oaks Blvd	Austin	78749		354
352	Impact Family Church	2909 W William Cannon Dr	Austin	78745		350; 358
359	Lake Travis ISD Educational Dev Center	607 Ranch Road 620 N	Austin	78734		312
361	Oak Hill Fire Dept No 301	9211 Circle Dr	Austin	78736		
362	Will Hampton Branch Library	5125 Convict Hill Rd	Austin	78749		
363	Shepherd of the Hills Presbyterian	5226 W William Cannon Dr	Austin	78749		
364	Shops at Mira Vista	2765 Bee Caves Rd	Rollingwood	78746		
365	Community Center at Oak Hill	8656 W Hwy 71	Austin	78735		349

Pct.	Vote Center	Address	City	Zip	Bus	Combined Precincts
	Centro de Votación	Dirección	Ciudad	Código Postal		Precintos Combinados
366	Oak Hill United Methodist	7815 US-290	Austin	78736		
367	Circle C Community Center	7817 La Crosse Ave	Austin	78739		
369	Christ Episcopal	3520 W Whitestone Blvd	Cedar Park	78613		
370	Travis Country ESD 1 Fire Station 104	14401 Round Mountain Rd	Leander	78641		
371	K-Oaks Clubhouse	7000 Bark K Ranch Rd	Lago Vista	78645		
372	Community Center at Jonestown	18649 FM 1431, Ste 6A	Jonestown	78645		
373	Northlake Church Hope Center	20513 Dawn Dr	Lago Vista	78645		
374	Deer Creek Elementary	2420 Zeppelin Dr	Cedar Park	78613		
375	Volente Fire Dept	15406 FM 2769	Leander	78641		
401	Del Valle ISD Admin Building	5301 Ross Rd	Del Valle	78617		
402	Elroy Community Library	13512 FM 812	Del Valle	78617		
403	Creedmoor Community Center	12511 FM 1625	Creedmoor	78610		
404	Blazier Elementary	8601 Vertex Blvd	Austin	78744		
405	Ojeda Middle School	4900 McKinney Falls Pky	Austin	78744		
406	St Alban's Episcopal	11819 IH 35 S	Austin	78747		417; 418
407	Community Center at Del Valle	3518 S FM 973	Del Valle	78617		423; 427; 436
411	Southpark Meadows suite 500	9600 S IH 35 Frontage Rd	Austin	78748		
414	Texas Oaks Baptist	9910 Bilbrook Place	Austin	78748		408; 435
416	Akins High School	10701 S 1st St	Austin	78748		
420	Good Shepherd on the Hill	1700 Woodland Ave	Austin	78741		440
421	Church on Congress Avenue	1511 S Congress Ave	Austin	78704		
422	Faith Presbyterian Church	1314 E Oltorf St	Austin	78704		
424	South Austin Recreation Center	1100 Cumberland Rd	Austin	78704		
426	Parque Zaragoza Recreation Center	2608 Gonzales St	Austin	78702		444
429	Dan Ruiz Branch Library	1600 Grove Blvd	Austin	78741		431
433	Gardner Betts Annex	2501 S Congress Ave	Austin	78704		409; 442
437	Twin Oaks Branch Library	1800 S 5th St	Austin	78704		
438	Terrazas Branch Library	1105 E Cesar Chavez St	Austin	78702		428; 432; 434
439	Cantu-Pan Am Recreation Center	2100 E 3rd St	Austin	78702		
441	St John's Lutheran	409 W Ben White Blvd	Austin	78704		446
447	Odom Elementary	1010 Turtle Creek Blvd	Austin	78745		419; 425; 458
448	Langford Elementary	2206 Blue Meadow Dr	Austin	78744		413; 443
450	George Morales Dove Springs Rec Center	5801 Ainez Dr	Austin	78744		452
451	Bedichek Middle School	6800 Bill Hughes Rd	Austin	78745		410
454	Manchaca Road Branch Public Library	5500 Manchaca Rd	Austin	78745		412; 460
461	Austin New Church at 04 Center	2701 S Lamar Blvd	Austin	78704		430
463	Dittmar Recreation Center	1009 W Dittmar Rd	Austin	78745		415

rev. Sep 10, 2021



bus icon indicates Vote Center within 5 minutes of a Capital Metro bus stop

los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro

SUBJECT TO APPROVAL OF TRAVIS COUNTY COMMISSIONERS COURT

Early Voting	Election Day	<u>Kyle and Umland</u>	
✓	✓	HCISD Admin – Arnold Transportation Building	21003 Interstate 35 Frontage Road
✓	✓	Live Oak Academy High School	4820 Jack C. Hays Trail
✓	✓	Simon Middle School (HCISD Clothes Closet)	3839 East FM 150
	✓	Hays County Precinct 2 Office	5458 FM 2770
	✓	HCISD Transportation Department, Main Office	2385 High Road, Umland
	✓	Kyle City Hall	100 West Center Street
	✓	Tobias Elementary School	1005 East FM 150
	✓	Wallace Middle School	1500 West Center Street
<u>Buda</u>			
✓	✓	Buda City Hall (Multipurpose Room #1034)	405 East Loop Street, Building 100
✓	✓	Sunfield Station	2610 Main Street
	✓	Hays Hills Baptist Church	1401 North FM 1626
	✓	McCormick Middle School	5700 Dacy Lane
	✓	Southern Hills Church of Christ	3740 FM 967
<u>Wimberley</u>			
✓	✓	Scudder Primary School (former campus)	400 Green Acres Drive
✓	✓	Wimberley Community Center	14068 Ranch Road 12
	✓	Cypress Creek Church	211 Stillwater Road
	✓	VFW Post #6441	401 Jacobs Well Road
<u>Dripping Springs and Austin</u>			
✓	✓	Dripping Springs United Methodist Church	28900 Ranch Road 12, Dripping Springs
✓	✓	Ledgestone Senior Living	13152 Four Star Boulevard, Austin
	✓	Belterra Centre	151 Trinity Hills Drive, Austin (sometimes listed as 688 Trinity Hills Drive)
	✓	Hays County Precinct 4 Office	195 Roger Hanks Parkway, Dripping Springs
	✓	North Hays County Fire Rescue Station #2 – Driftwood Battalion	15850 FM 1826, Austin

Williamson County – Election Day Vote Centers
Constitutional Amendment and Special Election – November 2, 2021
Registered voters may vote at any location listed below from 7am to 7pm

Condado de Williamson – Centros de Votación el Día de las Elecciones
Enmienda Constitucional y Elección Especial – 2 de noviembre de 2021

Los votantes registrados pueden votar en cualquier lugar que se indica a continuación desde 7am a 7pm

Austin

Anderson Mill Limited District, 11500 El Salido Pkwy
Bethany United Methodist Church, 10010 Anderson Mill Rd
Gateway Church, 7104 McNeil Dr
Harmony School of Endeavor, 13415 RR 620
Hartfield Performing Arts Center, 5800 McNeil Dr
Kelly Reeves Athletic Complex, 10211 W Parmer Ln
Lord of Life Lutheran Church, 9700 Neenah Ave
Northwest Fellowship Church, 13427 Pond Springs Rd
Rattan Creek Community Center, 7617 Elkhorn Mountain Trl

Bartlett

Bartlett City Hall, 140 W Clark St

Cedar Park

Cedar Park High School, 2150 Cypress Creek Rd
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd
Cedar Park Recreation Center, 1435 Main St
Rockbridge Church, 2001 W New Hope Dr
Vista Ridge High School, 200 S Vista Ridge Blvd

Coupland

St. Peter's Church, 108 Wathen St

Florence

Andice Community Center, 6600 FM 970
Florence City Hall, 851 FM 970

Georgetown

Cowan Creek Amenity Center, 1433 Cool Spring Way
First Baptist Church, 1333 W University Ave
Georgetown City Hall, 808 Martin Luther King Jr St
Georgetown ISD Technology Building, 603 Lakeway Dr

Williamson County – Election Day Vote Centers
Constitutional Amendment and Special Election – November 2, 2021
Registered voters may vote at any location listed below from 7am to 7pm

Condado de Williamson – Centros de Votación el Día de las Elecciones
Enmienda Constitucional y Elección Especial – 2 de noviembre de 2021

Los votantes registrados pueden votar en cualquier lugar que se indica a continuación desde 7am a 7pm

Georgetown Randalls, 5721 Williams Dr
Grace Bible Church, 2100 Shell Rd
Sun City Social Center, 2 Texas Dr
Williamson County Inner Loop Annex, 301 SE Inner Loop

Granger

Granger Brethren Church, 306 W Broadway St

Hutto

Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell

Jarrell ISD Administration, 108 East Ave F

Leander

Leander Church of Christ, 300 Crystal Falls Pkwy
Leander High School, 3301 S Bagdad Rd
Leander Public Library Annex, 1011 S. Bagdad Rd
Pat Bryson Municipal Hall, 201 N Brushy St
Rouse High School, 1222 Raider Way
The Crossover, 1717 Scottsdale Dr

Liberty Hill

Liberty Hill Municipal Court, 2801 RR 1869
Santa Rita Ranch House, 175 Elizabeth Park Blvd

Round Rock

Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Cedar Ridge High School, 2801 Gattis School Rd
Fellowship Church, 3379 Gattis School Rd
Fern Bluff MUD Community Center, 7320 Wyoming Springs Dr
Round Rock High School, 300 N Lake Creek Dr
Round Rock Randalls, 2051 Gattis School Rd

Williamson County – Election Day Vote Centers
Constitutional Amendment and Special Election – November 2, 2021

Registered voters may vote at any location listed below from 7am to 7pm

Condado de Williamson – Centros de Votación el Día de las Elecciones
Enmienda Constitucional y Elección Especial – 2 de noviembre de 2021

Los votantes registrados pueden votar en cualquier lugar que se indica a continuación desde 7am a 7pm

Round Sports Center, 2400 Chisholm Trl
Sleep Inn & Suites, 1980 S IH 35 Frontage Rd
Teravista Community Center, 4211 Teravista Club Dr
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor

Main Street Events Center, 3101 N Main St
Taylor City Hall, 400 Porter St

Thrall

St. John Lutheran Church, 409 Main St

EXHIBIT D

Early Voting Polling Places



DANA DEBEAUVOIR,
COUNTY CLERK
Secretaria del Condado

Travis County Early Voting Locations

November 2, 2021 General and Special Elections

Sitios de Votación Adelantada del Condado de Travis para las Elecciones Generales y Especiales del 2 de noviembre, 2021

Early Voting begins Monday, October 18, 2021 and ends on Friday, October 29, 2021

La Votación Adelantada empieza el lunes, 18 de octubre, 2021 y termina el viernes, 29 de octubre, 2021

Monday—Saturday (7am - 7pm), Sunday (Noon - 6pm)
lunes—sábado (7am - 7pm), domingo (mediodía - 6pm)

subject to change
sujeto a cambios

Region	Location	Address	City	Zip	Bus Icon
CENTRAL	Austin Permitting & Development MEGA-CENTER / MEGA-CENTRO	6310 Wilhelmina Delco Dr	Austin	78752	
	Austin City Hall	301 W. 2nd St	Austin	78701	
	Austin Recreation Center	1301 Shoal Creek Blvd	Austin	78701	
	Carver Branch Library	1161 Angelina St.	Austin	78702	
	UT Flawn Academic Center	2304 Whitis Ave	Austin	78705	
NORTH / NORTE	PflISD Rock Gym MEGA-CENTER / MEGA-CENTRO	702 W Pecan St	Pflugerville	78660	
	Christ Episcopal	3520 W Whitestone Blvd	Cedar Park	78613	
	Disability Rights Texas	2222 W Braker Ln	Austin	78758	
	Gus Garcia Recreation Center	1201 E Rundberg Ln	Austin	78753	
	RRISD Hartfield PAC	5800 McNeil Dr	Austin	78729	
SOUTH / SUR	Southpark Meadows, suite 500 MEGA-CENTER / MEGA-CENTRO	9600 South IH-35	Austin	78748	
	Austin Oaks Church	4220 Monterey Oaks Blvd	Austin	78749	
	Gardner Betts Annex	2501 South Congress Ave	Austin	78704	
	George Morales Dove Springs Recreation Center	5801 Ainez Dr	Austin	78744	
	Shops at Mira Vista, suite 325 (across from Trader Joe's)	2705 Bee Caves Rd	Rollingwood	78746	
EAST / ESTE	Millennium Youth Complex MEGA-CENTER / MEGA-CENTRO	1156 Hargrave St	Austin	78702	
	Community Center at Del Valle	3518 FM 973	Del Valle	78617	
	Dan Ruiz Branch Library	1600 Grove Blvd	Austin	78741	
	Manor ISD Admin Building	10335 US-290	Manor	78653	
	Parque Zaragoza Recreation Center	2608 Gonzales St	Austin	78702	
WEST / OESTE	Ben Hur Shrine Center MEGA-CENTER / MEGA-CENTRO	7811 Rockwood Ln	Austin	78757	
	Bee Cave City Hall	4000 Galleria Pkwy	Bee Cave	78738	
	Lake Travis ISD Educational Development Center	607 Ranch Rd 620	Austin	78724	
	Northlake Church Hope Center	20513 Dawn Dr	Lago Vista	78645	
	Riverbend Centre	4214 N Capital of Texas Hwy	Austin	78746	
Unity Church of the Hills	9905 Anderson Mill Rd	Austin	78750		



sites with a bus icon are 5 min or less walking distance from a Capital Metro bus stop
los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro

Early Voting	Election Day	<u>Kyle and Umland</u>	
✓	✓	HCISD Admin – Arnold Transportation Building	21003 Interstate 35 Frontage Road
✓	✓	Live Oak Academy High School	4820 Jack C. Hays Trail
✓	✓	Simon Middle School (HCISD Clothes Closet)	3839 East FM 150
	✓	Hays County Precinct 2 Office	5458 FM 2770
	✓	HCISD Transportation Department, Main Office	2385 High Road, Umland
	✓	Kyle City Hall	100 West Center Street
	✓	Tobias Elementary School	1005 East FM 150
	✓	Wallace Middle School	1500 West Center Street
<u>Buda</u>			
✓	✓	Buda City Hall (Multipurpose Room #1034)	405 East Loop Street, Building 100
✓	✓	Sunfield Station	2610 Main Street
	✓	Hays Hills Baptist Church	1401 North FM 1626
	✓	McCormick Middle School	5700 Dacy Lane
	✓	Southern Hills Church of Christ	3740 FM 967
<u>Wimberley</u>			
✓	✓	Scudder Primary School (former campus)	400 Green Acres Drive
✓	✓	Wimberley Community Center	14068 Ranch Road 12
	✓	Cypress Creek Church	211 Stillwater Road
	✓	VFW Post #6441	401 Jacobs Well Road
<u>Dripping Springs and Austin</u>			
✓	✓	Dripping Springs United Methodist Church	28900 Ranch Road 12, Dripping Springs
✓	✓	Ledgestone Senior Living	13152 Four Star Boulevard, Austin
	✓	Belterra Centre	151 Trinity Hills Drive, Austin (sometimes listed as 688 Trinity Hills Drive)
	✓	Hays County Precinct 4 Office	195 Roger Hanks Parkway, Dripping Springs
	✓	North Hays County Fire Rescue Station #2 – Driftwood Battalion	15850 FM 1826, Austin

**Williamson County – Early Voting Schedule
Constitutional Amendment and Special Election – November 2, 2021**

Registered voters may vote at any location listed below

**Condado de Williamson – Calendario de votación anticipada
Enmienda Constitucional y Elección Especial – 2 de noviembre de 2021**
Los votantes registrados pueden votar en cualquier lugar que se indica a continuación

Dates and Times for all Locations:

Monday, October 18th through Wednesday, October 27th

8:00 am to 6:00 pm

NO SUNDAY VOTING

Thursday, October 28th, and Friday, October 29th

7:00 am to 7:00 pm

Fechas y horarios para todas las ubicaciones:

Lunes 18 de octubre al miércoles 27 de octubre

8:00 am a 6:00 pm

NO VOTACIÓN EL DOMINICO

Jueves 28 y viernes 29 de octubre

7:00 am a 7:00 pm

Main Location and Limited Ballot Location:

Ubicación principal y ubicación electoral limitada:

Georgetown

Williamson County Inner Loop Annex, 301 SE Inner Loop

Branch Locations:

Ubicaciones de las sucursales:

Austin

Anderson Mill Limited District, 11500 El Salido Pkwy

Hartfield Performing Arts Center, 5800 McNeil Dr

Cedar Park

Cedar Park Public Library, 550 Discovery Blvd

Cedar Park Randalls, 1400 Cypress Creek Rd

Georgetown

Cowan Creek Amenity Center, 1433 Cool Spring Way

Georgetown ISD Technology Building, 603 Lakeway Dr

Hutto

Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell

Jarrell ISD Administration, 108 East Ave F

Williamson County – Early Voting Schedule
Constitutional Amendment and Special Election – November 2, 2021

Registered voters may vote at any location listed below

Condado de Williamson – Calendario de votación anticipada
Enmienda Constitucional y Elección Especial – 2 de noviembre de 2021
Los votantes registrados pueden votar en cualquier lugar que se indica a continuación

Leander

Leander Public Library Annex, 1011 S. Bagdad Rd
The Crossover, 1717 Scottsdale Dr

Liberty Hill

Liberty Hill Municipal Court, 2801 RR 1869

Round Rock

Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Round Rock Randalls, 2051 Gattis School Rd
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor

Taylor City Hall, 400 Porter St

EXHIBIT E

Election Services Contracts and Joint Election
Agreements

To Be Updated



Travis County Commissioners Court Voting Session Agenda Request

22.A

Meeting Date: March 2, 2021

Agenda Language:

Consider and take appropriate action regarding new contracts to provide election services for the following entities located in Travis County:

- A. City of Austin
- B. City of West Lake Hills
- C. Village of Webberville
- D. Dripping Springs ISD
- E. Hays CISD
- F. Pflugerville ISD
- G. Shady Hollow MUD

Prepared By/Phone Number: Dana Hess, Chief Deputy County Clerk, Travis County Clerk's Office, 512-854-9587

Elected/Appointed Official or Department Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor(s): Travis County Judge Andy Brown

Press Inquiries: Victoria Hinojosa / Victoria.hinojosa@traviscountytexas.gov / 512-854-9587

Background/Summary of Request and Attachments:

Three election services agreements.

Staff Recommendations:

The County Clerk's Office recommends approval of each of the above-referenced election services contracts.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Dana Hess, Chief Deputy County Clerk, 512-854-9587

Related Departments:

Julie Joe, Assistant Travis County Attorney, 512-854-4835

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and the City of Austin ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
- (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
 - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
 - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
- (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (4) Conducting the official canvass of a Participating Entity election;
- (5) administering the Participating Entity's duties under state and local campaign finance laws;
- (6) having a Participating Entity representative serve as the custodian of its election records; and

- (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) The City Clerk will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Clerk will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Clerk will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to Election.Entities@traviscountytx.gov. The Participating Entity has designated the City Clerk as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and

receiving e-mail communications pursuant to Section 5:
Elections@austintexas.gov.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period

following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2021 through January 1, 2022, the Participating Entity shall pay one percent of the cost of the electronic voting system equipment installed at a polling place and one percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff

members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

- (B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

City of Austin
Office of the City Clerk
P.O. Box 1088
Austin, TX 78767

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement

shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public

Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of Austin
Office of the City Clerk
P.O. Box 1088
Austin, TX 78767

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

City of Austin

BY: Jannette S. Goodall
Jannette S. Goodall
City Clerk

DATE: 2-22-2021

TRAVIS COUNTY

BY: Andy Brown
DocuSigned by:
Andy Brown (or his successor)
County Judge

DATE: March 2, 2021

BY: Dana DeBeauvoir
DocuSigned by:
Dana DeBeauvoir
County Clerk

DATE: March 2, 2021

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** ("Contract") is made and entered into by and between the **Elections Administrator of Hays County, Texas** ("**Contracting Officer**") and the City of Austin ("**City**") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
 - B. The Contracting Officer is hereby appointed to serve as the City's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
 - C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City's Election.
 - D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The City agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
- A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to City. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim City Clerk will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.

- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.

- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.

- K. **Applications for Mail Ballots.** The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

L. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- N. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.
- Q. **Custodian of Election Records.** The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.

II. RESPONSIBILITIES OF THE CITY. The City shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and

electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.

- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the City:

Jannette S. Goodall
City Clerk, City of Austin
P.O. Box 1088 – City Clerk’s Office
Austin, TX 78767
Tel:
Fax:
Email:

Witness by my hand this the 17th day of August, 2021.

Contracting Officer:



Jennifer Anderson, Elections Administrator
Hays County, Texas

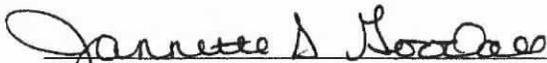
Witness by my hand this the 11 day of August, 2021.

Local Political Subdivision:

Name of Entity: City of Austin

Printed Name: Jannette S. Goodall

Official Capacity: City Clerk



City Clerk
City of Austin

**JOINT ELECTION AGREEMENT BETWEEN HAYS
COUNTY AND THE CITY OF AUSTIN**

This Joint Election Agreement ("Agreement") is entered into on August 11, 2021, between the City of Austin, (the "City") P.O. Box 1088, Austin, Texas 78767 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The City enters into this Agreement for the conduct of the elections to be held from August 2021 through July 2022.

Section 2. *Appointment of Election Officer.* The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2021 through July 2022.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City voters registered in Hays County. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2021 and end on July 31, 2022.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

Austin City Clerk
Office of the City Clerk
P.O. Box 1088
Austin, Texas 78767

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

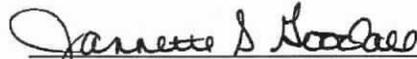
WITNESS OUR HANDS this 11 day of August, 2021

Hays County Elections Administrator



Jennifer Anderson
Elections Administrator

City of Austin



Jannette S. Goodall
City Clerk

Attest:

Attest:



JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 2, 2021, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on November 2, 2021;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6100 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the November 2, 2021 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 2, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 2, 2021 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)

Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS 6100 electronic voting system. Provisional ballots will be cast on the EVS 6100 system, as well.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 5, 2021 and no later than November 15, 2021.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 2, 2021 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 2, 2021 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

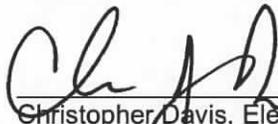
XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 2, 2021 election is \$750,000.00 and is based partly on the costs of the November 5, 2019 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE 8th DAY OF September, 2021.

ELECTIONS ADMINISTRATOR:



Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE 30 DAY OF August, 2021

PARTICIPATING AUTHORITY:

Name of Participating Authority: City of Austin
By: Jannette S Goodale
Printed Name: Jannette S. Goodale
Official Capacity: City Clerk

ATTEST:

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities (to be determined)

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)

EXHIBIT F

Election Day Presiding Judges and Alternate Judges

To Be Updated

Appointment of Judges and Alternate Judges for Joint General and Special Elections
Tuesday, November 2, 2021

On this the 17 day of August, 2021, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as Vote Center Election Judge and Alternate to serve for a one year term which begins on September 1, 2021 and ends on August 31, 2022.

Location	Party	Judge		Party	Alternate Judge	
Anderson Mill Limited 11500 El Salido Parkway, Austin	D	Becky	Bingman	R	Kathryn	Rightmyer
Bethany United Methodist Church 10010 Anderson Mill Rd, Austin	D	Dwight	Adair	R	Tyler	Simpson
Gateway Church 7104 McNeil Dr, Austin	D	Beth	Siever	R	Stephanie	Blaschke
Harmony School of Endeavor 13415 Ranch Rd 620, Austin	D	Glen	Peck	R	Lalit	Bhatnagar
Hartfield Performing Arts Center 5800 McNeil Dr, Austin	D	Lynn	Morlier	R	Susan	Merrick
Kelly Reeves Athletic Complex 10211 W Parmer Lane, Austin	R	Anna	Golden	D	Cathy	Morgan
Lord of Life Lutheran Church 9700 Neenah Ave, Austin	D	Jan	Pelosi	R	David	Brent
Northwest Fellowship Church 13427 Pond Spring Rd, Austin	R	Julia	Lenous	D	Karen	Felthouser
Rattan Creek Park Community Center 7617 Elkhorn Mountain Trail, Austin	D	Tracy	McClain	R	Benny	Childers
Bartlett Town Hall 140 W Clark St, Bartlett	D	Bart	Rex	R	Dan	Cowan
Cedar Park High School 2150 Cypress Creek Rd, Cedar Park	R	David	Zaharias	D	Shellie	Hayes-McMahon
Cedar Park Library 550 Discovery Blvd, Cedar Park	R	Kristina	Plaster	D	Sara	Groff
Cedar Park Randalls 1400 Cypress Creek Rd, Cedar Park	R	Sandy	Martin	D	Mina	Rathbun
Cedar Park Recreation Center 1435 Main St Town Center, Cedar Park	D	Art	Dominguez	R	Marcie	Thiessen

Appointment of Judges and Alternate Judges for Joint General and Special Elections
Tuesday, November 2, 2021

Location	Party	Judge	Party	Alternate Judge
Higland Estates 1500 Lakeline Blvd, Cedar Park	R	Araceli Santos	D	Sheila Andrews
Vista Ridge High School 200 S Vista Ridge Blvd, Cedar Park	R	Cheryl Small	D	Jesse Soliz
St Peter's Church of Coupland 108 Wathen Street, Coupland	R	Joe Naizer	D	Randall Craig
Andice Community Center 6600 FM 970, Florence	R	David Kohn	D	Deborah Spanel
Florence City Hall 106 S Patterson Ave, Florence	R	Robert Wemheuer	D	Laurie Born
Cowan Creek Amenity Center 1433 Cool Spring Way, Georgetown	R	Weldon Mersiovsky	D	Susan Mitchell
First Baptist Church-Georgetown 1333 W University Ave, Georgetown	R	Mark Pavlovich	D	Roger Abexar Chapaweston
Inner Loop Annex Georgetown 301 SE Inner Loop, Georgetown	R	Anna Hughes	D	Ginny Torres
Georgetown Randalls 5721 Williams Dr, Georgetown	R	Tony Livermore	D	Chris Kolb
GISD Technology and Nutrition Building 603 Lakeway Dr, Georgetown	R	Brad Stutzman	D	Bill Spangenberg
Georgetown City Hall 808 Martin Luther King Jr St, Georgetown	R	Peggy Moore	D	Mary Finkelstein
Sun City Social Center 2 Texas Dr, Georgetown	R	Sharon Duke	D	John Applewhaite
The Delaney at Georgetown Village 359 Village Commons Blvd, Georgetown	D	Diane Smith	R	Darlana Wills
Granger Brethren Church 306 W Broadway St, Granger	R	Mary Pavlat	D	Deborah Spanel
Wilco Hutto Annex 321 Ed Schmidt Blvd, Suite 100, Hutto	R	Frances Albert	D	Larry Hosek

Appointment of Judges and Alternate Judges for Joint General and Special Elections
 Tuesday, November 2, 2021

Location	Party	Judge	Party	Alternate Judge
Jarrell ISD Administration 108 E Avenue F, Jarrell	R	Debbie Helms	D	Mark Truesdell
Leander Church of Christ 300 Crystal Falls Parkway, Leander	D	Rosario Guitierrez	R	Joann Lattrell
Leander High School 3301 S Bagdad Rd, Leander	R	Gaylon George	D	Neitha Engert
Leander Public Library 1011 S Bagdad Rd, Leander	R	Bobbi Price	D	Patty Coville
Pat Bryson Municipal Hall 201 N Brushy St, Leander	R	Janet Hampton	D	Logan Pillay
Rouse High School 1222 Raider Way, Leander	R	James Crabtree	D	Roslyn Littles
The Crossover 1717 Scottsdale Dr, Leander	R	Sue England	D	David Tropea
Liberty Hill Municipal Court 2801 RR 1869, Liberty Hill	D	Greg Estep	R	John Travers
Santa Rita Ranch House 175 Elizabeth Park Rd, Liberty Hill	R	Jennifer Pollastro	D	Linda Baer-Austin
Allen R Baca Center 301 W Bagdad Ave Bldg. 2, Round Rock	D	Irene Franco	R	Ruth Pigg
Brushy Creek Community Center 16318 Great Oaks Dr, Round Rock	R	Wendi Patroli	D	Nan Bulla
Cedar Ridge High School 2801 Gattis School Rd, Round Rock	R	Azucena Overman	D	Bob Gier
Fern Bluff MUD Community Center 7320 Wyoming Springs Dr, Round Rock	D	Samuel Brannon	R	David Dziadziola
Forest Creek Elementary School 3505 Forest Creek Dr, Round Rock	R	Tracy Colello	D	Wanda Griffin
Round Rock High School 300 N Lake Creek Dr, Round Rock	D	Charlotte Barbini	R	Cathy Merris

Appointment of Judges and Alternate Judges for Joint General and Special Elections
 Tuesday, November 2, 2021

Location	Party	Judge		Party	Alternate Judge	
Round Rock Presbyterian Church 4010 Sam Bass Rd, Round Rock	R	Darryl	Pool	D	Denise	Gordon
Round Rock Randalls 2051 Gattis School Rd, Round Rock	D	David	Nielson	R	Rick	Masselink
Round Rock Sports Center 2400 Chisholm Trail, Round Rock	R	Sonia	McMasters	D	Emil	Fred
Sleep Inn & Suites 1980 South IH 35, Round Rock	D	Keith	Huffstutler	R	Eva	Rivera
Teravista Community Center 4211 Teravista Club Dr, Round Rock	R	Rick	Pitts	D	Edgar	Finkelstein
The Fellowship Church of Round Rock 3379 Gattis School Rd, Round Rock	R	Bill	Fairbrother	D	Jeff	Ferris
Williamson County Jester Annex 1801 E Old Settlers Blvd, Round Rock	R	Donna	Harp	D	Earl	White
Main Street Events Center 3101 North Main St, Taylor	R	Michael	Prillaman	D	Mary	Chapa
Taylor City Hall 400 Porter St, Taylor	D	Elizabeth	Villarreal	R	Dee	Kerlin
St John Lutheran Church 409 S Main St, Taylor	R	Bryan	Smith	D	Barbara	Yerby
First Baptist Church of Weir 315 FM 1105, Weir	R	Donna	Johnson	D	Tim	Kubatzky
Extra Judges if needed	D	Felice	Meadow			
	D	Terrie	Fidelholtz			

Signed this 17th day of August, 2021

Bill Gravell, Jr, County Judge

EXHIBIT G

Central Counting Station Staff

To Be Updated

ORDER ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 2, 2021

On this 17th day of August 2021, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 2, 2021. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code. The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Counting Station Manager:	Christopher J. Davis
Tabulation Supervisor:	Brandon Jenkins
Assistant Tabulation Supervisors:	Peter Bazan, Vikki Farrow, Jenifer Favreau, Yajaira Gonzalez, Holly Justice, Susan Langley, Lorraine McKay, Jerry Michalek, Jaime Newton, Dawn Plata, Judith Ritchie, Stephen Soto, Julie Seippel Wassink, employees of ES&S, and other qualified employees (as needed).
Presiding Judge:	Pamela Sherrin
Alternate Presiding Judge:	Mary Griffith

SIGNED this 17 day of August 2021

Bill Gravell, Jr., County Judge

EXHIBIT H

Early Voting Ballot Board Members

Placeholder